(1)

Tel. No. 22672031



No.Spl./Comp./614 /2011

Date:- 1st December 2011

From :

Prithviraj K. Chavan,
Registrar (Finance & Budget) and
Central Project Coordinator, e-Courts Project,
High Court, Appellate Side,
Bombay – 400 032.

To,

The Principal Secretary & R.L.A.,
Law & Judiciary Department,
Government of Maharashtra,
Mantralaya, **Mumbai - 400 032.**

Subject :- Publishing High Court Tender Document on the Website of the Government of Maharashtra.

Sir,

With reference to the subject noted above, I am to state that this Office has published the Tender Document in the local Newspapers viz. Hindustan Times of Mumbai Edition and Hitavada of Nagpur Edition on 26th November 2011, for inviting Tenders from the prospective Vendors for supply and installation of LCD / LED Display Boards at the High Court of Nagpur Bench. However, to give wide publicity, it is desirable to publish said Tender Document on the Website of the Government of Maharashtra.

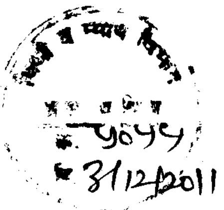
I am, therefore, to request you to kindly ask the concerned to publish the Tender Document on the Website of the Government of Maharashtra immediately. Copy of Tender Document is sent in soft copy format by e-mail.

Yours faithfully,

1.XII.11

Registrar
(Finance & Budget) & C.P.C.

2/12/11



Kulkarni/Letters/01-10-2009

email ID-rgit-bhc@nic.in

For o/4
3/12/11

9

TENDER NO. HIGH COURT/LCD Display Screens/ 2011

HIGH COURT OF JUDICATURE AT BOMBAY

Hutatma Chowk, Fort, Mumbai 400 032.
Telephone No – 22673568 Ext. - 506
e-mail –

Supply, Installation, Testing and Commissioning of LCD/LED DISPLAY BOARDS at the High Court of Judicature at Bombay, Bench at Nagpur.

[PRICE RS.1000/-]

TENDER NOTICE

TENDER NO. HIGH COURT/LCD Display Screens/2011

Supply, Installation, Testing and Commissioning of LCD/LED DISPLAY BOARDS at the High Court of Judicature at Bombay, Bench at Nagpur.

Tenders are invited from the Leading Manufacturers/Suppliers of LCD / LED Display Boards of 42" to 55" Sizes, with inbuilt or integrated Personal Computer (Compatible with Windows as well as Linux Operating System) with Network, Auto Refresher, Auto Holiday and Auto On/Off facilities of multinational Branded Company. Interested parties may submit the Tender to the Registrar (Finance & Budget), 2nd Floor, PWD Building, High Court, Appellate Side, Bombay. on or before 15/12/2011 upto 3.00 P.M. Detailed Tender Document and other information is available on the Official Website http://bombayhighcourt.nic.in

Date: November 2011

Registrar General
High Court, Bombay.

TENDER DOCUMENT

TENDER NO. HIGH COURT/LCD Display Screens/2011

Supply, Installation, Testing and Commissioning of LCD/LED DISPLAY BOARDS at the High Court of Judicature at Bombay, Bench at Nagpur.

Tenders are invited from the Leading Manufacturers/Suppliers of LCD / LED Display Boards for supply, installation, testing and commissioning of 42" to 55" LCD/LED Display Boards with inbuilt or integrated Personal Computer (Compatible with Windows as well as Linux Operating System) with Network, Auto Refresher Auto Holiday and Auto On/Off facilities of multinational Branded Company for displaying Serial Number of current Court Matter being heard in the Court Hall and related information. The minimum specifications of the LCD/LED Displays, Software and LAN requirement are indicated at **Annexure I**. The tentative requirement of Display Board is indicated at **Annexure II** and the sample Screen Display is indicated at **Annexure III.**

Eligibility criteria for Parties to respond to the Tender:

1. The Bidder could be either Manufacturers or Authorized Dealer of the respective Manufacturer. If the Tenderer is Authorized Dealer, Manufacturer's Authorization Form should be submitted along with Tender Offer as per **Annexure IV**
2. The Bidder should have a minimum aggregate turnover of Rs.100 Crore in the last three financial years and the turnover of the last year should be at least Rs.25 Crore. The copies of Audited Annual Accounts for the last three years shall be attached along with the Bid.
3. The Bidder must have Offices at Nagpur or in case the Bidder is providing after sales/installation support through authorized service partner, then authorized Service Partner must have Office at the Nagpur and Bidder should submit undertaking duly signed by the Bidder & the Service Partner.
4. The Bidder should be authorized by its OEM to quote the Bid.
5. The Bidder should quote product of such OEM who is among the top 3 OEMs, based on the market share in any of the last two quarters based on the market research report.
6. The Bidder should have **ISO 9001:2000** certification for the enterprise-wide business.

7. The Bidder should submit valid Documentary proof of Sales Tax/VAT Registration Number and the details of Income Tax Registration (PAN).
8. The Bidder should quote well known brand having good reputation and successful track records in the field for at least five years.
9. The Bidder cannot outsource work to any agency without the prior written approval of the High Court of Bombay.
10. The Bidder must have good infrastructure and qualified professionals.
11. The Bidder should quote the rates for product inclusive of five years' on site Warranty.
12. The Bidder should submit documentary evidence and confirmation regarding above along with their Tender Bids.

Any organization blacklisted by the Central/State Governments, Government Corporations or Government undertakings shall not be allowed to participate in the Tender Process. The Tender of any Bidder not fulfilling the eligibility conditions stipulated above will not be considered.

Schedule

Tender Reference	HIGH COURT/LCD Display Screens/ 2011
Last Date and Time for submission of Tender Offers.	upto 3.00 p.m. on 15/12/2011
Time and Date of opening of Tender Offers	4.00 p.m. on 15/12/2011
Tender should be addressed to	The Registrar (Finance & Budget), High Court, Appellate Side, Bombay, by Designation
Place of opening Tender Offers	Video Conference Hall, 4th Floor, Annexe Building, High Court, Bombay.
Address for communication	The Registrar (Finance & Budget), High Court, Appellate Side, Bombay,
Conatct Telephone No. and email address.	22672031, 22682088 rgit-bhc@nic.in

INSTRUCTIONS to Bidder

General :-

1. This Bid is not transferable.

2. The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding Documents. Failure to furnish all the information required by the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Tender Offer is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the Tender Document is not given therein, or if any particulars asked for in the Forms / Proforma in the Tender are not fully furnished.

3. The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the High Court of Bombay, the High Court of Bombay in no case will be responsible or liable for those costs. regardless of the conduct or outcome of the bidding process.

4. All the communication to the High Court including this Tender and the Bid Documents shall be signed on each page by the authorized representative of the Bidder along with the authority letter attached.

5. The successful Tenderer shall not depute any such person in the High Court who is a party to a litigation pending in this Court.

6. The Tenderer should quote the price inclusive of all i. e. supply of Screens, Installation, Working Software, documentation, Training etc. The rates should be valid for 300 days from the date of opening of the Tender.

7. The Tenderer should quote the prices separately for LAN points at the respective locations. Tenderer may inspect LAN point locations on any working day between 11 a.m. to 5 p.m.

8. The Tenderer should modify Software as per the requirement of the High Court during the warranty period without any additional charges.

9. The Tenderer should appoint one Resident Technician / Operator during the Warranty period, as a part of Project. The salaries of Resident Technician / Operator should be inclusive of the Project Cost. The person so appointed should be competent enough to resolve operational problems arises in Display Screens, inbuilt PC, related LAN etc. and he will be responsible for smooth working of Display Screens and other related accessories.

10. The Tenderer should furnish the information on past supplies/client etc. and satisfactory performance in the proforma given in the Performance Statement i. e. **Annexure V**. Preference will be given to Bidders who have undertaken successful supply and installation of LCD/LED Display Boards in some Government/PSU Offices.

11. The Tender Offer must be valid for 300 days from the date of opening of the Tender. Any Offer falling short of the validity period is liable for rejection.

Cost of Bid Document :-

The Bid Document is available for download on the Official Website of the High Court viz. bombayhighcourt.nic.in during the period as mentioned in Schedule of this Tender Document. Vendors who download the Tender Document from the Website will need to provide a Demand Draft of Rs.1,000/- (Rupees One Thousand only) drawn in favour of the Registrar General, Bombay High Court, Mumbai - 400 032 at the time of submission of Bid. There would be no provision for sale of Tender Document from the Registry of the High Court. Only those Tender Offers shall be accepted for evaluation, which are accompanied by non-refundable Tender Fee of Rs.1000/- (Rupees One Thousand Only) in the form of Demand Draft.

Timely Submission :-

1. Bidders are solely responsible for timely submission of the Bids at the location as mentioned above in this Section. Proposals received after the last date and time of submission will not be considered.

2. The Bid Document need to be submitted by the Bidder in person, or through Registered Post/Courier. The response to Tender submitted by the Bidder through Telex / Telegrams / Fax / Email will not be considered. No further correspondence will be entertained in this behalf.

3. The High Court of Bombay may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subject to the deadline as extended.

Amendment of Tender Document :-

1. At any time prior to the submission of Bids, the Bidding Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify, Change, incorporate or delete certain conditions in the Bidding Document.

2. The amendments shall be published on the High Court's Official Website viz. bombayhighcourt.nic.in Prospective Bidders are advised to periodically browse this Website to find out any further Corrigendum / Addendum / Notice

published with respect to this Tender. All such amendments shall be binding on them.

3. In the event of any amendment, the Tendering Authority reserves the right to extend the deadline for the submission of the Bids, in order to allow prospective Bidders reasonable time to take the amendment into consideration while preparing their Bids.

Late Bids :-

Any Bid received after the deadline for submission of Bids prescribed, shall be rejected and returned in unopened condition to the Bidder.

Bid submission :-

The Bids shall have to be submitted in two parts namely "Technical Bid" and "Commercial Bid" in two separate envelopes in the format given in this Document. All two inside envelopes should be separately securely sealed and/or stamped. Two copies of each part will have to be submitted, clearly marked and titled as 'Original' and 'Duplicate', in sealed envelope superscribed with following information :-

Type of Offer
Tender Reference Number
Name of Bidder

(A) In the event of any discrepancy between them, the original shall govern.

The original and the copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to Bid the Bidder's Contract. The letter of authorization shall be indicated by Written Power of Attorney accompanying the Bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.

(B) The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The T.O. shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for. The Technical Offer must be submitted in an organized and neat manner. No Documents, Brochures etc. shall be submitted in loose form. All the pages shall be serially numbered. The format of submission of Technical Offer is as follows:

- Index
- Details of Tenderer **Annexure VI**

- Tender Offer Form (**Annexure - VII**) duly filled in.
- Earnest Money Deposit (Bid Security Form i.e. **Annexure – VIII**)
- **Technical Documentation** (Product Brochures, leaflet, manuals etc) The product quoted should be associated with specific Model/Version numbers and names and printed literature describing the version and functionality.
- The following information should be furnished along with the Technical Offer by means of printed technical brochures and filling required information in Technical Details Form:

  a) Make, Model and Version Number of item quoted for

  b) Tenderer will clearly indicate any alternate or optional quote

- Letter for acceptance of all Terms and Conditions of the Tender Document **Annexure IX.**
- Power of Attorney in favour of the person signing the Bids.

(C) The Bidder shall give profiles of the key people who shall be exclusively associated with the Contract. The format for the same is given at **Annexure - X.**

(D) Tenders shall be forwarded on the letter Head of the Firm, which should contain PAN /TIN No./STD Number/Phone Number/Fax Number /URL/ email and other details of the Firm.

(E) Tenderer should submit their prices only in the Bid Form (**Annexure - XI**) given in the Tender Document; price quoted other than Bid form shall be liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations.

Opening of Bids :-

1. Bids will be opened in the presence of Bidder's representative who choose to attend by the Tendering Authority as per the schedule. The Bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per Bidder shall be permitted to be present at the time of opening the Bids.

2. The Technical Bid's Envelope shall be opened and listed for further evaluation. The Bidder's names, Bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at its discretion, may consider appropriate, shall be announced at the time of opening. No Bid shall be rejected at the opening, except for late Bids, received inadvertently which shall be returned unopened to the Bidders.

3. The Financial Bid's Envelope shall be listed and put into a Bag and shall be sealed. The sealed Bag of Financial Bids shall be in custody of a designated

Officer and the Financial Bids shall not be opened till the completion of evaluation of Technical Bids.

Tender Evaluation Committee :-

1. The Tender Evaluation Committee (TEC) constituted by the High Court, Bombay shall evaluate the Tenders. The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

Bid Evaluation :-

A **Two-Bid System shall be followed for the Bid evaluation.** The first stage would be a technical evaluation against Qualification Criteria. Second stage would be a commercial evaluation (L1). The details of evaluation have been explained below.

a. **First Stage – Technical evaluation against Qualification Criteria**

The first stage of evaluation would involve examination of the Bid Documents of each of Bidders against the qualification criteria set out. This is to ensure that the technical skill base, experience and financial capacity and other Bidder attributes claimed therein are consistent with the needs of this Project. Tendering Authority may ask Bidder for additional information, visit to Bidder's site and/or arrange discussions with their professional, technical faculty to verify claims made in Bid Documentation. During Technical Bid preparation, the Bidder is required to strictly adhere to the Technical Bid Format which is mentioned in the Bid Submission Details.

b. Second Stage – L1

The Commercial Bids of only those Bids that meet each of the qualification criteria mentioned would be opened for commercial evaluation. The commercial evaluation would be based on L1, i. e. the Bidder with the least commercial quote shall be eligible for award of Contract.

Note:-

a. A substantially responsive Bid is one, which conforms to the requirements, terms, conditions and specifications of the Tender Document without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the deliverables or which limits in any substantial way, inconsistent with the Tender Document, High Courts rights or the Bidder's obligations for performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

High Court may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation.

Award of contract :-

a. Award Criteria

High Court will award the Contract to the successful Bidder, whose Bid has been determined to be substantially responsive and has been determined as the Best Valued Bid after evaluation (refer to the evaluation process Section above for details).

b. Right to Accept any Bid and to Reject any or all Bids

High Court reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

c. Notification of Award

Prior to the expiration of the period of Bid validity, Tendering Authority will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its Bid has been accepted. The notification of award will constitute the formation of the Contract.

d. Signing of Contract

At the same time, as Tendering Authority notifies the successful Bidder that its Bid has been accepted, the successful Bidder shall enter into a separate Contract with the Tendering Authority as per the **Annexure XII.** Terms and Conditions specified in the Tender Document shall become the part and parcel of the Contract Document.

e. Bid Security (EMD – Earnest Money Deposit)

1. The Bidder shall furnish, as a part of its pre-qualification Bid, a Bid Security of Rs.5,00,000/- (Rupees Five lakhs only).

2. The Bid Security shall be denominated in Indian Rupees and shall be in the form of a Demand Draft drawn on a Nationalized Bank in favour of "The Registrar General, High Court, Bombay" or a Bank Guarantee from a Nationalized or Scheduled Bank.

3. Unsuccessful Bidder's Bid Security will be discharged / returned as promptly as possible after the award of the Contract to the successful Bidder.

4. The successful Bidder's Bid Security will be discharged upon the Successful Bidder signing the Contract and furnishing the Performance Bank Guarantee.

5. No interest will be payable on the amount of the Bid Security.

6. The Bid security may be forfeited:

   (a) If a Bidder withdraws his Bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or

   (b) In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within the specified duration.

f. Performance Bank Guarantee

1. The successful Bidder shall at his own expense submit with Tendering Authority, within fifteen (15) working days of the date of notice of award of the Contract or prior to signing of the Contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee as per **Annexure XIII** from a Nationalized or Scheduled Bank acceptable to the Tendering Authority, payable on demand, for the due performance and fulfillment of the Contract by the Bidder.

2. The Performance Guarantee shall be denominated in the currency of the Contract and shall be in the form of a Bank Guarantee.

3. This Performance Bank Guarantee will be for an amount equivalent to 15% of Contract value. All charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.

4. The Performance Bank Guarantee shall be valid until the end of three months after the completion of the Contract with the successful Bidder, subject to the terms and conditions in the Performance Bank Guarantee. three months after the Contract completion, the Performance Bank Guarantee will lapse automatically.

5. The Performance Bank Guarantee may be discharged/ returned upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract. However, no interest shall be payable on the Performance Bank Guarantee.

6. In the event of the Bidder being unable to service the Contract for whatever reason, Tendering Authority would invoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the High Court under the Contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to the High Court as compensation for any loss resulting from the Bidder's failure to complete its obligations under the

Contract. The High Court shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

7. Tendering Authority shall also be entitled to make recoveries from the Bidder's Bills, Performance Bank Guarantee or from any other amount due, the equivalent value of any payment made due to inadvertence, error, collusion, misconstruction or misstatement.

g. Failure to agree with the Terms & Conditions of the Bid / Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the Bid/Contract shall constitute sufficient grounds for the annulment of the award, in which event, Tendering Authority may make the award to the next Best Value Bidder or call for new Bids.

Other Conditions of the Contract

Corrupt or fraudulent Practices

The Tendering Authority requires that the Tenderer under this Tender should observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Tendering Authority defines the terms set forth as follows:

a) "Corrupt practice" means the Offering, giving, receiving or soliciting of any thing of value to influence the action of the Public Official in the procurement process or in Contract execution; and

b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Tendering Authority and includes collusive practice among Tenderers (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;

c) The Tendering Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

d) The Tendering Authority will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if the Tendering Authority at any time determines that the Tenderer has engaged in corrupt and fraudulent practices in competing for or in executing a Contract.

Liquidated Damages for delayed supply :-

If the Tenderer fails to deliver any or all of the product or does not perform the Services within the time period(s) specified in the Contract, the Tendering Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5 % of the price of the undelivered stores at the stipulated rate for each week or part there of during which the delivery of such stores may be delayed subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the Tendering Authority from the Bill of the Tenderer. The Tendering Authority will have the option to purchase elsewhere on the account and risk of the Tenderer.

The Tendering Authority may also consider termination of the Contract.

Order Cancellation

The High Court of Bombay reserve the right to cancel the order in the event of one or more of the following circumstances:

- Serious discrepancy in the equipment noticed during the pre-dispatch inspection, if any.
- Serious discrepancy in compliance of clauses 4 & 9 above.
- Delay in delivery and installation beyond a period of 45 days from the date of issuance of Purchase Order.
- Breach by the Tenderer of any of the terms and conditions of the Tender Document.
- If the Tenderer goes into liquidation voluntarily or otherwise.
- In addition to the cancellation of Purchase Order, the Tendering Authority also reserves the right to forfeit the Performance Guarantee.

Risk purchase

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the Tendering Authority reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the successful Tenderer.

Payment Terms

Payment towards supply will be made by the High Court of Bombay after satisfactory supply and installation of the material.

Warranty

The Tenderer shall provide comprehensive on site Warranty for a period of five years from the date of installation.

The Tenderer shall be fully responsible for the manufacturer's Warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer/Vendor or any defect that may develop under normal use of supplied equipment during the Warranty period.

Warranty should not become void if the Tendering Authority uses the specified Screens for the other purposes.

Services & Downtime Penalty :-

During Warranty period, services such as equipment failure or any other fault whatsoever, which may arise, shall be attended on Site by the Tenderer free of cost. Call given by the Tendering Authority, shall be attended by the Tenderer preferably within 2/3 hours and not beyond 24 hours in any case.

An equipment i. e. reported to be down should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within 24 hours. In case Tenderer fails to meet the above standards of maintenance, a penalty of Rs.500/- per day will be charged, till the equipment is fully repaired or replaced. These penalty charges will be deducted from the Performance Guarantee.

Annual Maintenance Contract :-

The Tenderer is expected to maintain the equipment supplied after the expiry of Warranty period. Comprehensive on Site Annual Maintenance Charges for the post Warranty period should submit in the format as per **Annexure - XIV**, in the commercial Offer. The Tenderer is expected to ensure same maintenance standards as during Warranty period. Tenderer will give at least Six months' Notice prior to discontinuation of support services, if any.

Indemnity :-

Tenderer shall indemnify, protect and save the Tendering Authority against all claims, losses, cost damages, expenses, action suits and other proceeding,

resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the Hardware and Software supplied.

Publicity :-

Any publicity by the Tenderer in which the name of the High Court of Bombay is to be used should be done only with the explicit written permission of the High Court.

Resolution of Disputes :-

The Tendering Authority and the Tenderer shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If after thirty days from the commencement of such informal negotiations, the Tendering Authority and the Tenderer are unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the Contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Tendering Authority and the other to be nominated by the Tenderer. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with reference. The award of the Arbitrators and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996, shall apply to the Arbitration Proceedings and the venue of the arbitration shall be Mumbai.

Legal Jurisdiction :-

All Legal disputes are subject to the jurisdiction of Mumbai Courts only, preceded by Arbitration.

Date:- November 2011.

Registrar General,
High Court, Bombay.

Annexure – I

Minimum Specifications of the LCD/LED Display Boards

The LCD/LED Screens with inbuilt or integrated Personal Computer (Compatible with Windows as well as Linux Operating System) with Network. Auto Refresher, Auto Holiday and Auto On/Off facilities are being proposed for displaying the progress of Court Room Matter Status such as Serial No. of the Current Case, Serial Nos. of the Kept Back Cases, List Type (Main/Supplementary), Board Type (Admission/Final Hearing), Coram (Single/Division Bench/Full Bench), Case No. Serial No. and Messages from other Courts. The Screens are to be installed inside/outside the Court Halls and in the Corridors as well as in the Advocates' Bar Rooms and Offices of the Government Pleaders. Tenderer should quote separately for Indoor Screens and Outdoor Screens (Domestic and Industrial Grade), if required.

LCD/LED Model	To be specified	
LCD/LED Make	To be specified	
Display Size	42" to 55"	
Minimum Resolution	1024 x 768 or above	The configurations of this parameters be suggested by the Tenderer as per the requirement.
Brightness	To be specified	
Contrast Ratio	3,000,000:1 or above	
Viewing Angle	176x176 degree	
PC Configuration	Latest	
P.C. Connectivity	VGA, HDMI, DVI	
Network Connectivity (RJ 45)	10/100/1000 Ethernet	
Wireless Connectivity	Optional	
Warranty	Five Years	

Software :- The Tenderer should provide Software for working of the LED/LCD Screens as mentioned above, as a part of Project. A System generated Text File containing the information of in progress Court Matters and related information of all the Courts will be made available by the High Court. The contents of the System generated Text File should be displayed on the respective LCD/LED Screens in a

organized manner similar to that of Flight Schedule Information on the Screens at the Airport. The tentative sample of expected / desired output is specified at **Annexure – III**. The Software should be preferably web based application developed using LAMP Platform i. e. Linux, Apache, MySql, PHP.

LAN :- The Tenderer should quote the rates of LAN points per point basis. While arriving as per point calculation, the Tenderer should include the cost of Cabling, Switches, Racks, Patch panel, Information Outlets, Patch Cords etc. The Tenderer may check the feasibility of providing wireless connectivity at these locations, in that case, the Display Screens should be wireless enabled.

ANNEXURE - III

Display Screen (Inside / Outside Court Hall)

Time	Coram	C. R. No.	Sr. No.	Case No.	M/S	A/F/P
Date	CJ & SJV JJ	52	31	WP/123/2010	M	A
Kept Back Cases & Message	5, 7, 9, 11 Advocate ABC to attend Court.....					
	DDS & VKT JJ	43	901	WP/6988/2011	S	A
	RPD & RGK JJ	49	1	CRPIL/25/2010	M	P
	CJ & SJV JJ	52	921	WP/1471/2011	S	A
	BHM & NNM JJ	53	203	WP/6536/2011	M	F
	DBB & MLT JJ	54	56	Apeal/914/2005	M	A
Sr. No. Of other Courts	1. 901, 2. 905, 3. 906..........					
Kept Back Cases & Message	1. 5, 7, 9 2. 1,6, Advocate XYZ to attend Court.....					

Display Screen (Composite Display)

Coram	C. R. No.	Sr. No.	Case No.	M/S	A/F/P
DDS & VKT JJ	43	901	WP/6988/2011	S	A
RPD & RGK JJ	49	1	CRPIL/25/2010	M	P
CJ & SJV JJ	52	921	WP/1471/2011	S	A
BHM & NNM JJ	53	203	WP/6536/2011	M	F
DBB & MLT JJ	54	56	Apeal/914/2005	M	A
RVM J	2	901	WP/6988/2011	S	A
[illegible]	3	[illegible]	[illegible]	M	P
VMK & AMT JJ	6	1	CRPIL/1/2010	S	A
[illegible]	10	[illegible]	[illegible]	M	F

Annexure – II

Sr. No.	Location	No. of Court Halls	Quantity	
			Inside/Outside Court Hall 42" to 46"	**Corridors /Advocate Bar Rooms / Government Pleader Offices 55"**
1	High Court, Nagpur Bench, Nagpur	13	30	27
	Total		**30**	**27**

Note :- The Quantity of LCD/LED Screens may increase or decrease as per the actual requirement.

Annexure – IV

Manufacturer's Authorization Form

No.______________ dated __________

To ____________________

____

____

Dear Sir,

Tender Reference No. _____________

We ______________________________ who are established and reputable manufacturers of _______________________ having factories at _________ and ____________ do hereby authorize M/s. _______________________________(Name and address of Agent / Dealer) to Offer, negotiate and conclude the Contract with you against the above invitation for Tender Offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the Tender and the Contract for the goods and services offered against this invitation, for the goods and services offered by the above Agent / Dealer. In case our above authorized Agent / Dealer is unable to supply the goods and services during the period of the Contract to the satisfaction of the Tendering Authority, we undertake unilaterally to fulfill the contractual obligations of the said Dealer /Agent either directly or through another Dealer/ Agent.

Yours faithfully

(Name)

For and on behalf of M/s. _____________

(Name of Manufacturers)

Note: This letter of authority should be on the Letterhead of the manufacturing concern and should be signed by a competent person of the Manufacturer.

Annexure – V

Performance Statement

(for a period of last two years

i. e. 2009 - 2010 and 2010 - 2011)

Bid No. ________ Date of opening ________ Time ________ hrs

Name of the Firm ____

Order number and date	Order placed by (Full address of Purchaser) Contact Person Phone No.	Description of Quantity ordered	Value of Order in Rupees	Date of Completion	Remarks Indicating reasons for late delivery, if any, As per Contract/Actual	Is the equipment satisfactorily functioning

Total for the year 2010 - 2011

Date: ________

Place: ________

Signature of the Tenderer

Annexure VI

DETAILS OF TENDERER

Details filled in this form must be accompanied by sufficient documentary evidence in order to verify the correctness of the information.

Sr. No.	Particulars	Details
1	Name of the Company	
2	Mailing Address	
3	Telephone No.	
4	Fax No.	
5	Turn-over of the Company 2008-2009, 2009-2010 & 2010-2011.	
6	Profit of the Company 2008-2009, 2009-2010 & 2010-2011.	
7	Sales Tax Clearance Certificate (Not earlier than 31st December 2010).	
8	Valid Income Tax Clearance Certificate (Not earlier than 31st July 2010)	
9	Whether direct manufacturer or Authorised Dealer	
10	No. of Technical personnel employed	
11	Particulars of any litigation pending in any Court or Judicial body, if any.	

Date :-

Authorized Signatory

Annexure VII

Tender Offer Form

Date: __________2011

Tender Reference No.: ______________________________

To: (Name and address of Tendering Authority)

Sir,

Having examined the Tender Document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, Offer to supply and deliver **Display Screens** of ________________________Make (Description of goods and Services) in conformity with the said Tender Document.

We undertake, if our Tender Offer is accepted, to complete delivery and installation of all the items and perform incidental and supervisory services as specified in the Contract within **45** days calculated from the date of receipt of your Notification of Award / Letter of Intent.

If our Tender Offer is accepted, we will obtain the Guarantee of Bank in a sum of 15% of the Contract Value for due performance of the Contract.

We agree to abide by this Tender Offer for 300 days from the date of opening of Tender, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender Offer, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Offer you may receive.

Dated this _____ day of ________________2011.

Signature: ____

(In the Capacity of:) ______________________________

Duly authorized to sign the Tender Offer for and on behalf of

Annexure VIII

BID SECURITY FORM

Whereas ______________________________________ (hereinafter called "the Tenderer") has submitted its Tender Offer dated ________2011 for the supply of LCD/LED Display Screens.

KNOW ALL MEN by these presents that WE ______________ of ____________________________ (hereinafter called the Bank) are bound up to Registrar General, High Court, Bombay (hereinafter called "Tendering Authority") in the sum of ______________________________for which payment will and truly to be made to the said Tendering Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the Said Bank this ____________ day of ________2011.

THE CONDITIONS of this obligation are :

1. If the Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Tendering Authority during the period of Tender validity:

   (a) Fails or refuses to execute the Contract Form if required; or

   (b) Fails or refuses to furnish the Performance Security, in accordance with the instruction given in Tender document;

We undertake to pay the Tendering Authority upto the above amount upon receipt of its first written demand, without the Tendering Authority having to substantiate its demand, provided that in its demand the Tendering Authority will note that the amount claimed by is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _________, 2011 and any demand in respect thereof should reach the Bank not later than the above date.

____

(Signature of the Bank)

Annexure – IX

(Letter to the Registrar General, High Court, Bombay on the Tenderer's Letterhead)

To,

The Registrar General,
High Court,
Bombay - 400 032.

Dear Sir,

Sub :- Our Bid for ____________________________.

With reference to our Bid, having examined and understood the instructions, terms and conditions forming part of the Bid, we hereby enclose our Offer for the supply of the equipment as detailed in your above referred Tender Document. We also submit required information in following format :-

Parameter		Your Response
Specify name of OEM whose product is Offered (enclose Authorisation Letter)		
Year of establishment for IT Hardware Business in India		
Annual Turnover (2010 - 2011)		
Profits for past 3 years	2008-2009 2009-2010 2010-2011	
Details of 3 large deals in the year 2010-2011.		

We further confirm that the Offer is in conformity with the terms and conditions as mentioned in your above referred Tender Document.

We also understand that the Registrar General, High Court, Bombay, is not bound to accept the Offer either in part or in full and the Registrar General, High Court, Bombay, has right to reject the Offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorised Signatories,

(Name & Designation, Seal of the firm)

Date :- ________________

Annexure X

Profile of Key People

Details of Offices/Officers at all locations.

Sr. No.	Location	Name of the Officer	Designation	Address	Contact Details i.e.Tel.No./ Mobile No./ e-mail ID/Fax
1					
2					
3					
4					
5					

SERVICE CENTRES DETAILS

Sr. No.	Location	Name of the Contact Person	Designation	Address	Contact Details i.e.Tel.No./ Mobile No./ e-mail ID/Fax
1					
2					
3					
4					
5					

Annexure - XI

QUANTITY & PRICE SCHEDULE (Bid Form)

This is to be returned in original along with the Tender.

Serial No. : ____________________

Price : Rs.1000/-

Tender Reference No. :

Last Date and Time for

Receipts of Tender Offers : 3.00 p.m. on ---------------

Time and Date of Opening

of Tender Offers : 3.30 p.m. On --------------

Tender Offer Validity : 300 Days

Please note that the Bidder should quote the prices for destination in the following format separately for each.

Sr. No.	Description of Item quoted	Quantity (Nos)	Rate / Unit

Total (in words) :

Note :-

(i) Tenderer may state name of manufacturer of each Component.

(ii Tenderer must state the period of on site or return to Bench Warranties and Offers, the response time for attending to faults, which he Offers.

(iii) Tenderer must quote the cost of AMC after the expiry of warranty period per annum per device for three subsequent years and enclose a copy of all terms of AMC.

(iv) Tenderer must quote prices separately for Domestic and Industrial Grade Product if any as well as cost of the required Software and Cabling/LAN.

(v) Please use separate sheet for each item.

Signature of Tenderer

Business Address:- ________________

____

Place :-

Date:-

Annexure - XII

CONTRACT FORM

AGREEMENT MADE this _______________ day of ________ _______________ Two Thousand Eleven, Between _________________________ (hereinafter called "Tenderer") of the One part and the High Court, Bombay (hereinafter called "Purchaser") of the Other part.

WHEREAS the Tenderer has Tendered to supply to the Purchaser, the LCD/LED Screens specified at **Annexure – I** along with related accessories as per the delivery instructions and delivery schedule given in the acceptance of Tender i.e. Tender Offer Form at the respective rates mentioned in the column provided for the purpose and whereas such Tender has been accepted and the Tenderer has deposited with the Purchaser a sum of Rs.____________(Rupees ____________________ __________only) as a security (Performance Guarantee) for the fulfillment of this Agreement. NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Tenderer has accepted the Contract on the terms and conditions set out in the Tender Notice No. ____________ dated __________ as well in the letter of Acceptance of Tender Offer and Purchase Order No. ___________ dated_________, which will hold good during the period of this Agreement.

2. The Purchaser has placed Purchase Order No.___________ dated _____ with M/s ___________________________(Tenderer) for supply and installation of _______________(quantity and description of material) along with related accessories, at the total cost of Rs.____________(Rupees __________).

3. Upon breach by the Tenderer of any of the conditions of the Agreement, the Purchaser may issue a notice in writing, determine and put an end to this Agreement without prejudice to the right of the Purchaser to claim damages for antecedent breaches thereof on the part of the Tenderer and also to reasonable compensation for the loss occasioned by the failure of the Tenderer to fulfill the Agreement, as certified in writing by the Purchaser which certificate shall be conclusive evidence of the amount of such compensation payable by the Tenderer to the Purchaser.

4. Upon the determination of this Agreement, whether by efflux of time or otherwise, the said deposit shall after the expiration of Contract period from the date of such determination be returned to the Tenderer but without interest and after deducting there from any sum due by the Tenderer to the Purchaser under the terms and conditions of this Agreement.

5. This Agreement shall remain in force until all obligations under this Contract are fulfilled, but notwithstanding anything contained herein or in the Tender Document and Acceptance Forms, the Purchaser shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the Contract at any time upon giving one months' Notice in writing without compensating the Tenderer.

6. In Witness whereof the said M/s. ____________ (Tenderer) hath set his hand hereto and Purchaser has on behalf of the High Court, Bombay affixed his hand and seal thereto the day and year first above written.

7. Notices in connection with the Contract may be given by the Purchaser (The Registrar General, High Court Bombay or any authorized Gazetted Officer of the High Court, Bombay).

8. In consideration of the payments to be made by the Purchaser to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity in all respects with the provisions of the Contract.

9. The Purchaser hereby covenants to pay the Tenderer in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

10. If subject to circumstances beyond control (Force Majeure), the Tenderer fails to deliver the stores in accordance with the conditions mentioned in the A/L, the Purchaser, shall at his option be entitled either:

(a) To recover from the Tenderer as agreed liquidated damages or by way of penalty a sum not exceeding 1/2 % of the price of the stores, which the Tenderer has failed to deliver as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears,

OR

(b) To purchase elsewhere, after giving due notice to the Tenderer on the account and at the risk of the Tenderer, the stores not delivered or others of a similar description which are readily procurable (whether exactly complying with the particulars or not) in the opinion of the Purchaser, which shall be final) without canceling the Contract in respect of the consignment not yet due for delivery,

OR

(c) To cancel the Contract.

yl

11. In the event of action to be taken under (a), (b) or (c), the Tenderer shall be liable for any losses which the Purchaser may sustain on that account. The recovery on account of agreed liquidated damages or by way of penalty under (a) above will be made by deducting the amount in the Bills and the recovery of any loss, which the Purchaser may sustain under (b) & (c) should be made good by a credit note within the stipulated period for the purpose.

Mumbai.

Witness: Tenderer

1.

2. Purchaser
on behalf of the High Court Bombay

Annexure- XIII

PERFORMANCE SECURITY FORM

To: ______________________________(Name of Purchaser)

WHEREAS ______________________________ ___ (Name of Tenderer) has undertaken the Contract, as per Tender No. ____________________ dated, ________________ to supply ____________________ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer a guarantee:-

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of Rs.______________(amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ____________________ as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the __________ day of ____________ 20__

Signature and Seal

of Guarantors ______________________

____

____

____

Date :- ______________________

Address: ______________________

____

Annexure XIV

Rates of Annual Maintenance Contract

Sr. No.	Item Description	Total Price (all inclusive) in Rs. With 5 years' Warranty	AMC Rates after Warranty period		
			1st Year	2nd Year	3rd Year

The Tenderer should fill up all the details in the above Table.